

A. G. Contract No. KR913048TRD  
U of A File No.  
ECS File: JPA 91-142  
Project: 10 PM 248 H 2374 01R  
Section: I-10, Ina Rd to 29th St

INTERAGENCY AGREEMENT  
BETWEEN  
THE ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
THE UNIVERSITY OF ARIZONA

THIS AGREEMENT is entered into 17 March, 1992,  
between agencies of the STATE OF ARIZONA, to wit: the  
DEPARTMENT OF TRANSPORTATION, acting by and through its  
HIGHWAYS DIVISION (the "ADOT") and the ARIZONA BOARD OF  
REGENTS, for and on behalf of the UNIVERSITY OF ARIZONA,  
COLLEGE OF AGRICULTURE (the "University").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the ADOT.

2. The University is empowered by Arizona Revised  
Statutes Section 15-1625 to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the University.

3. Incident to future improvements to Interstate 10  
(I-10) between Ina Road and 29th Street contemplated by the  
ADOT, it is necessary to acquire a certain parcel of real  
property currently owned by the University, together with  
appurtenant improvements, as is described on Exhibit A, which  
is attached hereto and made a part hereof. In connection with  
such acquisition, the ADOT desires to compensate the University  
for the Veterinary Diagnostic Laboratory located on the parcel  
in accordance with the "functional replacement concept",  
hereinafter referred to as the Project.

NO.	<u>16491</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>03/17/92</u>
<u>Richard H. Shoney</u> Secretary of State	
By	<u>Wm. J. Cravens</u>

4. For the purpose of this agreement, functional replacement is defined as the replacement of real property, either as a result of a highway or highway related project with lands or facilities, or both, which will provide equivalent utility. Costs of increases in capacity and other betterments are not eligible for reimbursement, except those necessary to replace utility, those required by existing codes, laws, zoning regulations, fire and health codes, and those related to reasonable prevailing standards for the type of facility being replaced.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. The University will:

a. By contract provide plans, specifications and such other documents and services required for construction bidding and construction of the Project. Such documents shall be submitted to the State to determine and define any portion considered as excessive betterment, which therefore shall not be eligible for ADOT participation in the cost thereof.

b. Call for bids and with the written concurrence of the ADOT, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to defective plans or specifications, or otherwise attributable to the University.

c. During construction grant the ADOT reasonable access to the existing and proposed facilities, and upon completion, approve and accept the Project on behalf of the University, and provide maintenance.

d. Invoice the State, no more often than monthly, for the reasonable direct actual cost of the Project.

e. Vacate the existing facility within thirty (30) days after acceptance of the new facility by the University, and provide the ADOT a quit claim deed for the parcel upon payment by the ADOT of full compensation for the parcel and other improvements.

2. The ADOT will:

a. Review the design documents, obtain the review and concurrence of the Federal Highway Administration, and provide the University written comments and determinations relating to excessive betterment.

b. Advance the University \$100,000.00, and thereafter reimburse the University within thirty (30) days after receipt and approval of invoices for the functional replacement of the laboratory, and compensate the University for the parcel and other improvements under the "cost to cure" concept.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E Room 222E  
Phoenix, AZ 85007

University of Arizona  
Dean, College of Agriculture  
Attn: Dr. Colin Kaltenbach  
Forbes Building Room 306  
Tucson, AZ 85721

with copy to:

University of Arizona  
University Attorneys Office  
ATTN: Nancy Laney  
Administration 103  
Tucson, AZ 85721


7. The parties hereto shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., and State Executive Order 75-5, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and shall comply with the Rehabilitation Act of 1973, 29 U.S.C. 701, which prohibits discrimination in the employment of qualified persons because of physical or mental handicap, and shall comply with the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits the denial of benefits of or participation in contract services on the basis of race, color or national origin.

8. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

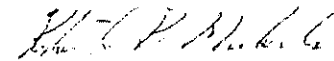
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

ARIZONA BOARD OF REGENTS  
University of Arizona  
College of Agriculture

By   
JEANNE M. KLEESPIE  
Contracting Officer 2/25/92

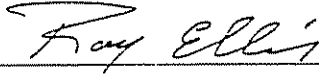
STATE OF ARIZONA  
Department of Transportation

By   
ROBERT P. MICKELSON  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 17th day of December 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the University of Arizona for the purpose of defining responsibilities for the functional replacement of the University Veterinary Diagnostic Laboratory due to improvements to I-10, Ina Road to 29th Street.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
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P. CHARLES E. COWAN  
Director

Project: 10-4(116)  
10 PM 248 H2374 01R  
Section: Prince Rd.-Speedway Blvd  
Parcel: 10-924  
Date: January 20, 1992

*DESCRIPTION FOR FEE ESTATE*

TRACT NO. 1

That portion of the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 34, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona which lies between the existing southwesterly right of way line of Interstate Highway 10 (CASA GRANDE-TUCSON HIGHWAY) and the following described line:

Commencing at the Northwest corner of said Section 34;

thence along the North line of said section, South 89°06'32" East 1308.05 feet to the point of beginning in the North line of said Section 34;

thence South 5°55'22" East 45.32 feet;

thence South 25°01'35" East 351.12 feet;

thence South 26°57'32" East 595.05 feet;

thence South 18°01'11" East 240.75 feet;

thence South 28°39'27" East 116.18 feet to the point of ending in the aforesaid southwesterly right of way line of said Interstate Highway 10, said point herein referred to as Point "A".

*EXHIBIT "A"*

*Page 1*

TRACT NO. 2

That portion of the Southwest quarter of the Northeast quarter (SW¼ NE¼) of said Section 34, which lies between the existing southwesterly right of way line of Interstate Highway 10 and the following described line:

Commencing at the above described Point "A", said point being on the southwesterly right of way line of said Interstate Highway 10;

thence South 29°18'15" East 211.08 feet;

thence South 39°04'30" East 315.10 feet;

thence South 51°33'54" East 556.68 feet to the point of beginning on the existing southwesterly right of way line of said Interstate Highway 10;

thence South 55°01'01" East 1000.58 feet to the point of ending on the northwesterly line of the area required for channel change for the Santa Cruz River, as shown on the Right of Way map of the Tucson Controlled Access Highway, filed March 3, 1949, in the office of the County Recorder of Pima County, Arizona, as Instrument No. 6675.

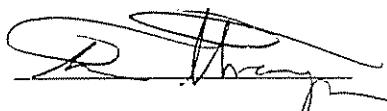
*EXHIBIT "A"*

*Page 2*

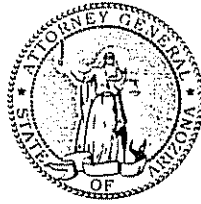
APPROVAL OF THE UNIVERSITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the UNIVERSITY OF ARIZONA and declare this agreement to be in proper form and within the powers and authority granted to the University under its respective laws.*

DATED this 27<sup>th</sup> day of Feb., 1992.

  
Attorney for University





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

March 16, 1992

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-3048-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16<sup>th</sup> day of March, 1992.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, reading "James R. Redpath". The signature is written in a cursive, flowing style.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

7333G/21